

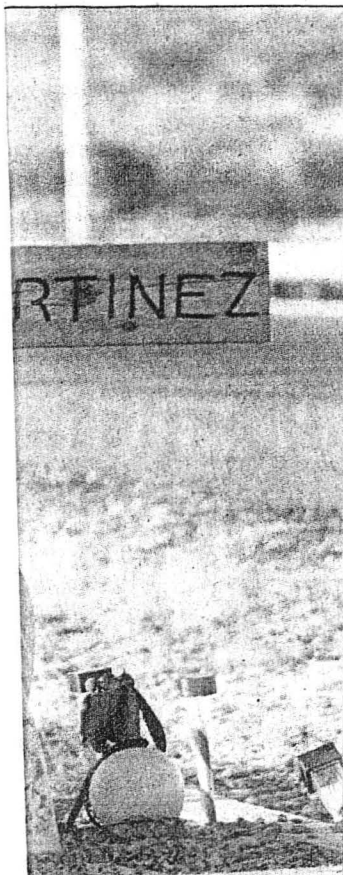
NORTHERN New Mexico College



Tonight the NNMC Regents and President Nancy Barceló agreed together that President Barceló will leave her leadership position with the College on the last day of December. Originally, President Barceló was scheduled to end her presidency in June of 2016. She requested the opportunity to leave early to begin her sabbatical sooner. The Regents and President Barceló agree that accelerating the date in which President Barceló would start her sabbatical is in the best interests of the College and President Barceló. Domingo Sanchez, currently Vice President for Finance and Administration, will serve as the Interim President during the College's current search for President Barceló's successor.

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scanso' on page B2

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New Regents Named To Northern Board

By Barron Jones
SUN Staff Writer

Northern New Mexico Col-
lege officials swore in a retired
financial specialist and an El Ri-
to rancher as the school's new
regents, nearly a year after Gov.
Susana Martinez originally ap-
pointed them to the posts.

Kevin Powers and Donald
Martinez officially took their
seats at the Feb. 27 Board of Re-
gents meeting. The two appoin-

tees replace Cecile Martinez-
Wechsler and Feliberto Marti-
nez, whose terms expired Dec.
31, 2012.

Despite being appointed sev-
eral months ago, the appointees
couldn't take their seats because
the 2013 legislative session ad-
journed before the state Senate
Rules Committees could approve
the nominations and send them
to the full senate for a confirma-

See 'Student' on page B3



(John T. Denne)

Northern New Mexico College new Regents Kevin Powers and Donald Martinez officially took their seats Feb. 27, despite being named to the positions several months ago. The action was delayed because they had to be approved by the state senate. From left, Kevin Powers, Michael Branch, Rosario "Chayo" Garcia, Alfred Herrera and Donald Martinez.

Gov. Signs Law to Open More Judgeships

By Barron Jones
SUN Staff Writer

First Judicial District Court judges working the general civil
docket may see a slight decrease in the number of cases they handle
thanks to a law signed by Gov. Susana Martinez March 12.

The recently signed legislation approves the creation of four addi-
tional district court judgeships for the first, second, fifth and 13th
judicial districts. The legislation also calls for a new judgeship for the
Doña Anna Magistrate district.

The signing of the law follows the release of the 2013 New Mex-
ico Judicial

Rodella Does Not Want to Commission Other Agencies

Continued from B1

recognizing area residents' need to live off the land with the duty of protecting the national forest.

"I would like to ensure that the officers have the right touch in doing that in conducting that mission," Poague said. "As far as the inspections go, of loads of wood and things like that, that is part of our responsibilities of inspectors of loads — to make sure that it is marked up correctly and it has the right amount of cordage."

El Rito Citizen Caucus President Felipe Martinez said he believes the police stops are part of a concerted effort to rid traditional communities of access to the land grants.

He said the tumultuous history between the people of Northern New Mexico is well documented and the recent petition is just the latest of the resident caucus's attempt to get some relief from officials in Washington.

"It is not the first time that we brought our concerns to the attention of the secretary of agriculture and it's disappointing that it has fallen on deaf ears," Martinez said.

State Attorney General Gary King also attended the meeting to see if his office could help reduce growing tension created from the police stops and attrition of grazing rights, among other things.

"My number one interest in being here today is this issue of jurisdiction and joint jurisdiction of probable cause," King said. "I am very concerned about the

"I am very interested that things don't flare up."

Gary King
Attorney general

He said as attorney general, he is interested in making sure things don't boil over — and he has good reason to be concerned. The letter the El Rito Citizen Caucus sent to Vilsack warned of history possibly repeating itself in the name of violent outbreaks or other "dramatic incidents" if the beef between the federal government and local residents is allowed to continue simmering.

Martinez points to one case where a father and son were pulled over by a Forest Service officer who exited the car with an assault rifle, an excessive show of force that Martinez feels was meant to intimidate the father and son. He said with those types of tactics, things can get volatile real fast.

"We deplore outbreaks of violence past, present or future and in no way condone them," the letter states. "But as matters now stand, such potential outbreaks are simmering due to the outrage in our communities over the activities and tactics of your law enforcement personnel. We seek

Student

Continued from B1

tion vote.

Powers said he is looking forward to using his expertise to improve Northern's financial outlook, but the former investment banker said before this can be done, college officials must figure out a way to increase the number of students attending the school.

"One of the areas we need to work on is getting enrollment up," Powers said. "We also need to get the FTE (full time equivalent) up to increase revenue, too therefore, have more money to work with and in turn, provide a better educational experience for citizens in the north-central part of the state."

The full-time equivalent is determined by dividing the total number of credit hours by 12, the number most colleges and universities recognize as full-time enrollment.

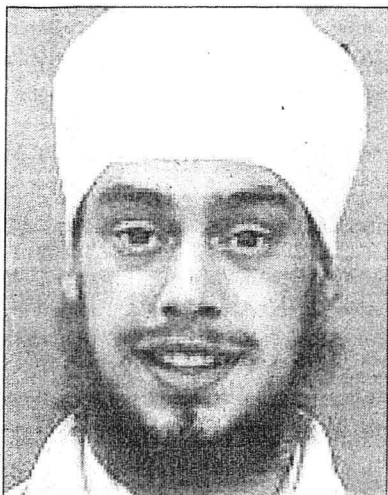
Increasing full-time enrollment would increase revenue, since the college's tuition rate is based on the number of credit hours billed.

Northern's vice president for institutional advancement Ricky Serna said he is pleased with the experience the new regents bring to the board.

"We are excited Mr. Martinez brings a rural perspective, since he is from El Rito, the college's birth place," Serna said.

Powers said he had some spare time after retiring more than a year ago from Royal Bank of Canada Wealth Management's Albuquerque office, and thought he would be a per-

Regents Were Also Selected



Khalsa

fect fit for the position once he learned it was available.

Serna said the delay on the appointees taking their seats stems from strict state law that requires the Senate to approve all regent appointees.

He said although the men took their seats one year after they were first appointed, they will serve the full six-year term, until 2020. If the men had been sworn in on time, their terms would have ended December 31, 2019.

Once the appointees were sworn in, they went about the business of electing new officers. The Board elected Rosario Garcia as president, Alfred Herrera as vice president, Kevin Powers as treasurer and Donald Martinez as secretary.

Serna said Wechsler and Martinez could have resigned, but stayed on an extra year until their replacements could take their seats.

Wechsler served on the Board since 2008 and was the treasurer. Martinez, who was appointed in 2007, served as the Board's vice



Montes

president.

The school also appointed two students, Michelle Montes and Hardey Singh Khalsa, to take the place of outgoing student regents Lisa Salazar and Gregg Padilla. All of the outgoing regents were honored at the Feb. 27 meeting.

Khalsa is pursuing an integrated studies degree and is involved in Northern's Multi-faith Club. Montes is studying education and plays on Northern's women's basketball team, according to a press release issued by the college.

Khalsa said he applied for the position to help facilitate communication between the student body and college's faculty.

"I am grateful to be in this position of service," he said. "One of my main points is to share the Board's issues with the student body and to share the student body's victory's with the Board."

School officials appointed the student regents after selecting them from a pool of applicants to serve a one-year advisory term,

in contrast to the six-year term with full voting rights that the non-student members serve. Northern officials created the interim student regent position after the student body led by then-Northern Student Council President Jeff Genauer pushed for Northern to have a student regent on the Board who played an active role in the college's policy decisions.

State Rep. Richard C. Martinez D-Española drafted a resolution that called for a constitutional amendment that would mandate a student regent to help lead the college, but the resolution never made it to the House for a vote during the 2012 legislative session.

The resolution called for a constitutional amendment to require a student regent to join four other regents, appointed by the governor, at the head of the college.

The student regent would be selected by the governor after receiving recommendations from the college and serve a two-year term.

The state constitution requires institutions of higher education to have at least one student member on their boards of regents, but it specifically exempts Northern, the New Mexico Military Academy, the New Mexico School for the Deaf and the New Mexico School for the Visually Impaired from this requirement, meaning it would take a constitutional amendment to require Northern to have a voting student regent.

RANDE

N



NEWS FROM THE HEART OF THE PUEBLO COUNTRY

Thursday, April 2, 2015

38 pages, 4 sections 50 cents

g Director Fired

by not giving ample public planned meeting on who is interpreting the code, Naranjo could have of the nine employment ing from using confidential ained at work for personal is position to "secure privi le to the public."

Howard Lopez said in an gh the proposed project has ks for quite some time, he e tower a couple of days h 12 Planning and Zoning o take place. If the meeting celed, Zoning Committee have had to decide if the reently zoned R-1 for resi e compaible for a special nation to accommodate the

d letters were sent out and n a hundred feet of the site, er" Lopez said. "The first t was when I got that letter."

hearing because she said residents weren't notified in time and those who were, may have been misled.

"Notice of the time, date and place of the public hearing to surrounding residents was mailed by the applicant via certified U.S. Mail but did not reflect the correct year," states a memo drafted by Squires explaining the cancellation.

To ensure the meeting debacle doesn't happen again, Squires assumed responsibility for public meeting and hearing notifications shortly after she learned of the Planning and Zoning office's gaffe.

She said the egregious disregard for public process displayed during the March 12 hearing notification, left her no choice but to reschedule the meeting.

"Appropriate measures to advertise the Planning and Zoning Commission meeting were not followed and that is not in the best interest of the public," Squires said.

The certified letter listed the date of the hearing as March 12, 2014, as opposed to 2015.

Lopez and another of Naranjo's neighbors,

g canceled

na Squires canceled the

See 'P&Z' on page A4

Northern Regent Resigns

By Ardee Napolitano
SUN Staff Writer

After being ostracized by other regents, Northern New Mexico University Regent Donald Martinez resigned last week.

Martinez, who became a regent in February 2014, informed Gov. Susana



Martinez

See 'Board' on page A4

t Valley

E911 Center Faces

Board President Called for

Continued from A1

Martinez of his resignation through a letter sent to her office, March 23. Office of the Governor employees received the letter March 26.

"It is with regret that I tender my resignation from the Northern New Mexico College (sic) Board of Regents, effective immediately," Martinez wrote. "I am grateful for having had the opportunity to serve on the board of this fine organization for the past year and I offer my best wishes for its continued success."

The former regent cited priorities as the main reason for his Board departure. He said in the letter, he wants to focus on his two children and family ranch.

"My passion for agriculture and my dedication to good stewardship practices will now consume a good portion of my life," he wrote.

"Seeing my children raised in a rural setting with love and respect of land, which many of our children do not have today, is something I pledged to do."

He did not return calls for comment by Tuesday afternoon.

Donald Martinez's resignation came after Board President Chayo Garcia publicly called, at the Board's Feb. 26 meeting, for his resignation. Garcia initially asked him privately to resign, Jan. 27, and although the former regent promised to hand in his letter of resignation right away, Garcia never received it.

She demanded Donald Martinez's resignation after he "accidentally" sent a string of email conversations he had with Northern community members, to some Northern officials. She said Donald Martinez inappropriately provided a confidential document to his correspondents and she deemed the

conversation slanderous.

He accidentally copied the email to former regent Michael Branch and Northern Provost Pedro Martinez.

The email conversation started Jan. 24, when Donald Martinez leaked an email, in which the draft charter for the Academic and Student Affairs Committee was attached.

It was forwarded to former Northern College of Education dean Cathy Berryhill, retired Northern employee Paula Reid and Northern Teacher Union President Tim Crone. Donald Martinez asked the three to "give me some feedback" about the document.

The three subsequently expressed their unfavorable opinions of Branch and opposition to the new Committee. Donald Martinez echoed their hatred of Branch, which fellow regents deemed slanderous.

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April 5 at

Resignation in January ...

"MB (Michael Branch) is trying to delay the student regent so that he may stay another year," Donald Martinez wrote via email. "Its (sic) CLEAR! You bet a financial interest is a major aspect of him staying."

Garcia also wanted Donald Martinez out because he missed more than 50 percent of all Board meetings since he took office. But in the emails, he claimed fellow regents scheduled the meetings at times when he was busy, to sabotage his attendance.

Garcia said she's satisfied that Donald Martinez resigned, but she does not know if he left his seat to fulfill her demand.

"I don't know what he was thinking, so I have no idea," she said. "I can't speculate what he's thinking."

She said she finds it noble that the former regent has decided to make his family his main priority.

"I feel, as a parent of young

children, first and foremost, that it's family first," Garcia said. "I totally respect his decision for his daughters. It takes full attention raising a family."

Garcia said she does not expect from Donald Martinez any further involvement in Board matters.

Student Regent Melinda DeHerrera said she does not have an opinion on Donald Martinez's resignation because she just started serving on the Board.

"I don't know him and I haven't met him, so I don't even know what to think about it, to tell the truth," DeHerrera said.

Now that there is a vacancy on the Board, the governor will be tasked with appointing a new regent. The new regent will serve until January 2016, when next year's state legislative session will commence. Senators can then choose whether to ratify the replacement regent's appointment.

Because Donald Martinez is a Republican, the governor will be free to appoint a Republican to the seat.

Garcia said she looks forward to welcoming a new regent to the Board.

"Now, the governor will appoint another regent," she said. "I don't have any recommendations at this time. I'm excited about our team. I'm excited for our new life and building order in New Mexico."

Before he formalized his resignation, Donald Martinez wrote in his letter to the governor, that state officials should help guide the institution as best they can.

"I have been an outstanding individual my entire life," he wrote. "As a model citizen of my community and our beloved state, allow me to mention that more than ever, Northern New Mexico College (sic) requires much attention."

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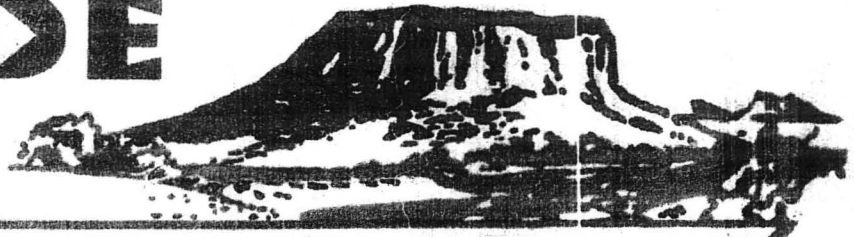
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RANDE N



NEWS FROM THE HEART OF THE PUEBLO COUNTRY

Thursday, March 5, 2015

34 pages, 4 sections 50 cents

Sworn in

not only in an educational manner, but also mentally, physically, emotionally," she said. "I want to be able to reach out to these kids and help them in every way we possibly can."

She said she plans to reach out to parents regarding their children's mental wellbeing.

Salazar said she also wants to establish a tutoring program, with the help of the local university. This may help increase the District's graduation rate, currently at 55.5 percent, the fourth lowest grade for a school district in the state.

"Besides the mental health issue that I've been speaking of since the beginning of my campaign, there's also the tutoring program," she said. "I was hoping to get with Northern New Mexico University to start a tutoring program with their education students to do hands-on tutoring."

Ohkay Owingeh Pueblo Governor Earl Salazar swore in Archuleta. Archuleta attributed his win to his family's support during

See 'New' on page A4

President Calls For Resignation

By Ardee Napolitano
SUN Staff Writer

After keeping it secret for a month, Northern New Mexico University's Board of Regents President Rosario Garcia publicly announced she's calling for the resignation of Board Secretary Donald Martinez.

Garcia made her demand public at a Feb. 26 Board meeting, from which Martinez was absent.

She said she first discussed the matter with Martinez and asked him covertly to resign Jan. 27. Although she said Martinez initially promised to hand in a letter of resignation "within the next hour," he has not formally resigned so far, prompting Garcia to reveal the matter publicly.

"I did this on my own and

the administration staff and other regents did not know of my actions," she said. "As Board president, I believe that it was in my responsibility to assure that the Board membership is working toward the best interest of the institution. I feel like I have every right to ask for his resignation."

Garcia said she's demanding Martinez's resignation after he "accidentally" sent a string of email conversations he had with Northern community members, to some Northern officials. She said Martinez inappropriately provided a confidential document to his correspondents and she deemed the conversation slanderous.

See 'Regent' on page A4

Dollar Store Hearing Wednesday

Regent Allegedly Leaked Email

Continued from A1

She claimed Martinez accidentally copied the email to fellow regent Michael Branch and Northern Provost Pedro Martinez.

The email conversation started Jan. 24, when Donald Martinez leaked an email, in which the draft charter for the Academic and Student Affairs Committee was attached.

The email was forwarded to former Northern College of Education dean Cathy Berryhill, retired Northern employee Paula Reid and Northern Teacher Union President Tim Crone. Martinez asked the three to "give me some feedback" about the document.

According to the Inspection of Public Records Act, there is "no exception in the Act that allows a public body to deny inspection of a record simply because it is a draft." So, the draft charter is a public document.

The three expressed strong opposition against the draft charter and the appointment of Branch as Committee chair.

"Squash it, Donald," Berryhill wrote to Donald Martinez.

They also wrote about their disapproval of Branch as a regent. Crone called Branch "the megalomania of that beast," while Reid wrote, "Will this guy just never go away???"

On Jan. 26, Donald Martinez concurred with the three in his reply email. He said by leading the Committee, Branch is "trying to delay the student regent so that he may stay another year. Its (sic) CLEAR!"

Donald Martinez allegedly accidentally sent his reply to Pedro Martinez and Branch that day.

Branch said at the Feb. 26 meeting, his fellow regent's correspondence with the three parties encourages mass misinfor-

"I don't know anybody in North Korea that can look at his personal account."

Regent Michael Branch
on allegations that
Donald Martinez's email
was hacked

damage this institution," she said.

Donald Martinez declined to comment on the matter.

Garcia also cited Donald Martinez's lack of attendance at the meetings as a reason for demanding his resignation. She said he missed at least 50 percent of all Board meetings since he took his regent seat in February 2014.

"At any job you have, if you don't get to work, you're going to get fired," Garcia said.

But in his emails, Donald Martinez said other Board members purposefully schedule Board and committee meetings during times when he's working.

"I had no part as I was invited to participate, they get me every time since they know I work for a living," he wrote. "Its (sic) been that way since they caught wind of my hectic schedule. Don't know what else to do."

Crone said, in a March 2 interview, when Garcia demanded Donald Martinez resign because he expressed his opposition to the Board in the emails, she violated the regent's First Amendment free-

emails. He was basically just asking questions about how we feel about the policy."

Crone said his main complaints against the regents centers on the creation of the Committee charter. Once the charter's formalized, all proposed policies will be reviewed and possibly strained by Committee members, making it possibly the most powerful body at Northern, he said.

Instead, Crone calls for the resignation of all regents, excluding Donald Martinez.

"What bothers me more is that the other four regents are calling for the resignation of the only regent that's doing his job," Crone said. "It's totally backward. It's very juvenile, unprofessional and kind of disgusting."

Crone said he might file a lawsuit against the regents because they accessed the email conversation, sent from the parties' personal email addresses, and read the messages in public.

But Branch said he only accessed the emails because it was wrongly sent to him.

"There's been some innuendo that for some reason, we hacked his account," he said. "I don't know anybody in North Korea that can look at his personal account."

However, in an August 2014 lawsuit filed by former IT director Angelo Jacques, he claims during early 2013 then Northern provost Tony Sena and President Nancy Barceló instructed Jacques to use his technological skills to discover who is making negative comments critical of the administration. Jacques refused and this added to him losing his job, he states in the suit.

Crone said despite pressure from Garcia, Donald Martinez should stand his ground and not give up his seat.

"Everybody in the communi-

ties encourages mass misinformation.

"This is the type of information that's being exchanged to the news media and underground through a blog," he said. "This is slander, this is slander. I really feel bad having to bring this out. This is dirty laundry."

Garcia said the email exchange proved Donald Martinez does not care about Northern's reputation.

"The exchange showed his willingness to engage in inappropriate conversations with these individuals who have demonstrated their desire to

gent's First Amendment freedom of speech.

"I think Regent Martinez was just doing his job," Crone said. "The other regents believe differently than him. I reviewed the whole string of

ve up his seat.

"Everybody in the community is encouraging him to keep his position," Crone said. "He really represents the community much better than any regent. It's a real tragedy if he resigns."

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30-16-9. Extortion .

Extortion consists of the communication or transmission of any threat to another by any means whatsoever with intent thereby to wrongfully obtain anything of value or to wrongfully compel the person threatened to do or refrain from doing any act against his will.

Any of the following acts shall be sufficient to constitute a threat under this section:

- A. a threat to do an unlawful injury to the person or property of the person threatened or of another;
- B. a threat to accuse the person threatened, or another, of any crime;
- C. a threat to expose, or impute to the person threatened, or another, any deformity or disgrace;
- D. a threat to expose any secret affecting the person threatened, or another; or
- E. a threat to kidnap the person threatened or another.

Whoever commits **extortion** is guilty of a third degree felony.

History: 1953 Comp., § 40A-16-8, enacted by Laws 1963, ch. 303, § 16-8.



September 22, 2015

President Barceló has notified us today of her intent to retire as President of the College effective June 30, 2016. Based on her contract, President Barceló will begin a sabbatical of one year from that time with the option to return as a tenured professor. This was President Barceló's decision completely and the Board has reluctantly accepted her request. The Board wishes to acknowledge the tremendous work and leadership that President Barceló has provided the College over the last five years and we look forward to her continued contribution as President until June 30, 2016 or such time as a new President is appointed. The Board continues to have confidence in President Barceló and her Executive Team. A written copy of this statement will be made available after this meeting.

Rosario (Chayo) Garcia
Board President

**NORTHERN NEW MEXICO COLLEGE
EMPLOYMENT CONTRACT
PRESIDENT (2012-2017)**

I. PREAMBLE

This employment Contract is between the Board of Regents of Northern New Mexico College (Hereafter "Board" and "College") and Nancy V. Barceló, Ph.D. ("President"). The parties agree as follows:

II. TERM

The Board shall employ the President commencing on July 1, 2012 through June 30, 2017, inclusive.

III. POWERS, DUTIES, AND RESPONSIBILITIES

A. Governance

The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the College. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the College. The President agrees to be responsive to changing goals and directives of the Board.

B. Other Duties

The President will: (1) provide and be accountable for leadership of academic excellence, (2) competently administer the instructional, student services, and business affairs of the College, (3) periodically direct the review of Board policies, (4) promote and endeavor to maintain a positive College image in the state and local community, (5) establish and maintain sound working relationships with other governmental agencies, (6) endeavor to maintain and improve professional competence among the faculty, staff and, individually, as the president, (7) serve as the Board's designated representative with respect to all matters concerning employer-employee matters, (8) annually evaluate administrative employees reporting directly to the President and participate in the evaluation of the remaining employees in accordance with College procedures, (9) manage and control College property and enter into contracts on behalf of the College as authorized by the Board, and (10) cooperatively participate in planning long term goals for the College and serve as the Board's administrative arm in carrying out those goals.

C. Accountability

The President is accountable to the Board, acting as a body, on all matters

regarding the duties and responsibilities as chief executive officer to the College. Only decisions of the Board acting as a body are binding upon the President except in instances when the Board, acting as a body, delegates appropriate functions to the Board President or a committee of the Board.

IV. BENEFITS

A. Salary

The President's base annual salary shall be \$200,000. The salary shall be paid in equal installments on the same schedule as full time faculty members provided that the President's salary shall be prorated over twelve (12) months. If salary increases are provided for in the annual budget and authorized by the Board of Regents, the President shall receive the same annual increase as all faculty and staff on July 1 of each year.

B. Other Benefits Included As Part of Salary Payments

i. Automobile. The President shall receive an automobile allowance of \$500.00 per month for College business in addition to mileage reimbursement under the New Mexico Per Diem and Mileage Act.

ii. Cell Phone/Computer Service. The President will be compensated for the costs of a cellular telephone including basic nationwide service and text capability. The phone shall be for purposes of conducting College business, but the Board will permit incidental personal use of the phone. The College will also provide for computer services at the President's office and home for use on College business. Such use is subject to the College's computer and internet use policies.

iii. Life Insurance Benefits/Retirement Insurance/Long-Term Care. At completion of each fiscal year of this Contract, the Board will provide to the President a paid annuity in the amount of Five Thousand Dollars (\$5,000). In addition, when eligible, the President shall be entitled to the same insurance coverage and retirement benefits as are provided to other College employees.

iv. Residence Allowance. The Board will provide \$1,500.00 per month to the President as a housing allowance within the Espanola Valley area during the term of this Contract.

v. Expenses for Professional Meetings. The President may attend professional meetings at local, state, national and international levels, and budgeted expenses incurred shall be reimbursed by the College. The President shall obtain prior approval from the Board for international meetings. The President shall provide the Board with a semi-annual report of non-local travels to professional meetings, including a cost summary and supporting invoices.

vi. **Outside Professional Activities.** The President is expected to devote her entire time, attention, and energy to the business of the College and shall not, during the term of this Employment Contract, engage in any other personal business or professional activity, whether or not for profit or compensation, without the prior approval of the Board (except for reasonable service on boards or committees of other public or educational entities and occasional speaking engagements as an invited speaker).

vii. **General Employee Benefits.** The President shall be entitled to all of the health care and other regular benefits extended to other employees of the College as contained in the Board's Staff Handbook, as it may be amended from time to time, provided that the Board may modify, exclude or extend additional benefits pursuant to this Contract.

viii. **Memberships/Reimbursements.** The College shall pay on the President's behalf or reimburse her for any membership dues, fees, or assessments of professional and private organizations incurred for business use in the ordinary exercise of the President's duties. Board approval must be obtained for costs associated with memberships in private clubs or associations.

ix. **Moving Costs.** The College shall reimburse the President for all reasonable moving expenses for relocating to the Espanola Valley area upon submission of the expenses.

x. **Keyperson Insurance.** The Board shall purchase and maintain a keyperson insurance policy on the President in the face amount of \$200,000 naming the College as the sole beneficiary and with such coverages as the Board, in its discretion, determines advisable to compensate the College for the losses incurred should the President die, become disabled or is otherwise unable to perform her required duties. Any proceeds will be used to pay for operation of the College in the President's absence as well as for the search and the contract costs associated with hiring a new president.

C. Faculty Tenure

The President shall be appointed as a professor, with tenure, in the College provided that during the President's service as President, the President will not receive a salary for the tenured faculty appointment nor will the President be expected to perform substantial faculty duties. At such time as the President no longer serves as President of the College, and subject to Article VII F. herein, the employment as a tenured professor in the College shall continue at a salary of not less than \$80,000 per academic year, consistent with the Faculty Handbook, at the President's option. If the President elects to continue employment as a faculty member in the College, the President will carry out the normal duties of a faculty member, as established by the College Faculty Handbook and the President's faculty tenure and status will be subject to the same College rules and regulations as other tenured faculty.

V. LIABILITY

The President shall be provided a defense for any and all claims and liabilities to which she has or shall become subject by reason of serving or having served as such officer of the College, or by reason of any action alleged to have been taken, omitted, or neglected by her as such officer, or employee of the College to the extent such claims are covered by the Risk Management Division of the State of New Mexico.

VI. PERFORMANCE REVIEW

In order to insure on-going communication between the President and the Board concerning the President's objectives and job responsibilities, as well as to achieve a mutual understanding between the parties concerning the accomplishments of such objectives and responsibilities, the Board shall conduct an annual written review of the President's performance, which shall include meeting between the President and the Board for the sole purpose of reviewing such objectives and responsibilities. Such annual reviews may include prioritizing job objectives and establishing timetables and resources for completion of such objectives. See Appendix A "Goals for President Barceló," attached.

The Board shall, with input from the President, establish a schedule and evaluation instrument for the review of the President and shall allow the President sufficient time to prepare an outline of accomplishments and progress made toward attaining the performance objectives and satisfying the duties and responsibilities of the position. The processes and goals outlined in the Academic Quality Improvement Program (AQIP) will be considered in the President's performance review.

VII. TERMINATION OF CONTRACT

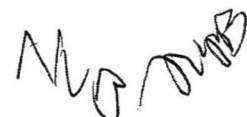
This agreement may be terminated in advance of the expiration date under the following events and conditions:

A. Upon death.

B. Upon resignation.

C. By mutual consent of the parties: Either party may terminate this Contract voluntarily and without cause provided the party seeking termination shall give not less than 90 calendar days written notice of termination to the other party and in accordance with the following:

i. Upon notice by the Board to terminate this Contract, as of the effective date of termination, the College shall pay to the President the base salary then in effect for each month remaining in the term of the Contract or one (1) year



of base salary, whichever is less. The College shall also pay health benefits, including life insurance, for the same duration as the base salary. The parties agree that this provision is in recognition of the fact that Board desired the President to commit to a five year term in order to provide stability in the administration and advancement of the College's educational program. In the event of termination by the Board, without cause pursuant to this paragraph, such payment is, and shall be construed as a bargained for settlement and full satisfaction of any and all claims, known and unknown, which the President may have against the Board arising from or relating to the President's release from employment.

ii. Upon notice by the President to terminate this Contract, the President shall retain her tenure rights as provided in IV.C above and shall be placed on sabbatical leave at a salary of \$100,000 for one (1) year plus all benefits including life insurance, for the same duration. Upon completing one year of sabbatical leave the President be entitled to continue employment the College faculty as provided in IV.C. Upon assumption of a tenured faculty position, the President shall not be entitled thereafter to any other payment or benefit under this Contract.

D. Disability: The parties agree that the office of the President is a unique position. In the event the President becomes ill or disabled, and is unable to perform the essential functions, duties and responsibilities of the position, as outlined in this Contract, with or without a reasonable accommodation, for a period of 45 calendar days, the Board may require a fitness for duty examination and the President shall not unreasonably withhold consent. The examination, to be performed by a licensed physician selected by the College, will be for the purpose of determining if the President's inability to perform the essential functions of the position, with or without reasonable accommodation, will likely continue for a period of at least six months from the date of the physician's determination. The physician's determination will be provided to both parties, and the Board agrees the report shall be held in strictest confidence.

Upon a physician's determination that the inability to perform the essential functions of the position, with or without reasonable accommodation, will likely continue for a period of at least 6 months, the President will immediately vacate the President's position and will be assigned as "Administrator on Special Assignment." The President will be entitled to use sick leave, vacation, family leave as permitted by law and/or disability retirement as though continuing in the position of President but shall not exercise the authority or functions of the President and the Board may appoint an another person as acting President during such period of illness or disability. The President's employment will terminate when all paid or unpaid leaves have been exhausted. Upon vacating the position of President, the College may post and fill the position of President.

E. For Cause.

i. **Termination For Just Cause Procedures:** The following procedures

shall be used in the event that a majority of the members of the Board determine that there may be reason to terminate the President for just cause pursuant to Paragraph VII.E. of this Contract. The term "just cause" shall mean a breach or violation by the President of any of the terms or provisions of this Employment Contract, and shall also encompass its normally understood meaning in employment contracts, including as examples and not by way of limitation, dishonesty, willful misconduct, the refusal, unwillingness to perform the duties and responsibilities of the office of the President in good faith, uncorrected poor performance, insubordination, prolonged absence from duty without the consent of the Regents, any conduct that involves moral turpitude or that would tend to bring serious public disrepute upon the College or any violation of New Mexico or federal law or violation of College policy, actions taken in the President's official or private capacity that, in the Board's reasonable discretion, are deemed damaging to the public perception or stature of the College may serve as a basis for finding just cause provided that the Board's actions relating to private conduct shall not be based upon unlawful discrimination.

ii. Confidentiality: The College and the President agree that serious harm could be caused to the College by public hearings related to the termination of the President for just cause. As a result, the parties agree that any meetings or hearings regarding the President's termination for just cause shall be held in closed sessions of the Board, and agree to maintain the confidentiality of these proceedings to the maximum extent possible under the law. The President expressly waives any statutory right she may have to an open hearing regarding her termination for just cause.

iii. Pre-Termination Process.

a. If a majority of the Board believes that there may be reason to terminate the President for just cause, the President of the Board shall provide written notice to the College President of the bases for such termination. At his/her option, the President of the Board may place the President on paid administrative leave immediately upon delivery of the written notice.

b. A closed meeting of the Board shall be held no less than seven (7) days and no more than fourteen (14) days from delivery of the written notice for the purpose of providing an opportunity for the President to respond to the basis for termination and for the Board to deliberate regarding the termination. The President may be accompanied at this meeting by a representative of the President's choice to provide advice to the President. However, such representative may not participate in the meeting.

c. At the President's option, the President may respond to the basis for termination in writing, such document to be delivered to the President

A handwritten signature in black ink, appearing to be "NDR" followed by a stylized flourish.

of the Board no later than seven (7) days from delivery of the Board's written notice.

d. If, after the Board considers the President's response to the basis for termination, the Board determines that there is no basis to terminate the President for cause, no further action need to be taken by the Board. If the Board determines that there is a basis to terminate the President for cause, such vote of the Board must be taken at an open, public meeting of the Board.

iv. Post-Termination Process.

a. The President may appeal her termination for cause by providing written notice of appeal to the President of the Board no later than ten (10) days after the vote of the Board terminating the President's employment.

b. No more than sixty (60) days after receipt of the President's appeal, the Board shall hold a post-termination hearing in closed session. This deadline may be extended by agreement of the parties or by the President of the Board if he determines that extenuating circumstances exist to require such an extension.

c. The President of the Board shall preside over the hearing. The Board shall retain independent counsel to present the basis for termination and evidence to support those bases. The independent counsel may present and cross-examine witnesses, and may submit documents for the consideration of the Board. The Board may be represented by its regular counsel. The Board's counsel or President of the Board shall establish procedural rules for the hearing as necessary. The Rules of Evidence shall not apply; however, the President of the Board shall have the right to exclude any evidence that he determines is irrelevant or unnecessarily duplicative.

d. At the conclusion of the hearing, the Board shall consider whether sufficient basis existed to terminate the President for cause. The Board's deliberations shall be conducted in executive session, however, any vote shall be taken at an open public meeting of the Board. If the Board determines that the termination for cause was justified, this decision shall be final and subject to no further administrative review or appeal. If the Board determines that termination of the President for cause was not justified, the President may be re-instated at the Board's option or the Board may exercise its rights under voluntary termination provisions in Paragraph VII C.

F. Voluntary Termination by Board; Continued Tenure.

In the event this Contract is voluntarily terminated by the Board without cause, the President shall have the option, but not the duty, to continue employment with the College as a tenured faculty member as of the next succeeding semester following termination. In the event, the President accepts a faculty position following a voluntary termination by the Board without cause, the President's salary shall continue at the rate provided in paragraph VII C.i. for the period provided therein but shall be readjusted at the end of said period to conform to the rate set forth in IV C. above. a tenured faculty member in a like position on the College's salary schedule.

In the event the President is terminated for cause, as provided in this paragraph VII F. her position as President and as a tenured faculty member shall cease and this Contract shall terminate.

VIII. INTEGRATION.

This agreement contains the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this agreement.

A. Modification of this Contract: No waiver or modification of this Employment Contract or any covenant, condition or limitation herein shall be valid unless in writing and duly executed by the party to be charged therewith, except that this Contract may be amended and/or supplemented from time to time upon agreement, provided such modification, supplement or amendment must be in writing and signed by both parties. The parties further agree that provisions of this section may not be waived.

B. Waiver of Breach: No waiver or either party of any rights under this Employment Contract will be valid unless set forth in writing signed by that party. The failure of either party to insist upon strict performance of the Employment Contract shall not be construed as a waiver.

IX. SUFFICIENCY OF APPROPRIATIONS.

Nothing in this Contract shall be construed as obligating the Board in the expenditure of funds or for some future payment of funds in excess of appropriations authorized by law and actually transferred to the Board. The Board's obligations pursuant to this Contract are therefore contingent upon appropriation of funds by the New Mexico Legislature, or the governing body of each party. The Board's decision concerning appropriations, including decisions concerning the sufficiency of appropriations, shall be final.

X. AMENDMENT OF 2011-2013 EMPLOYMENT CONTRACT.

Upon the full execution of this Contract by the undersigned, the 2011-2013 Contract of employment between the Board and President, the terms and conditions of the said Contract shall be deemed to have been amended and superseded in their entirety

by the terms and conditions of this 2012-2017 Contract of Employment.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year entered below.

By: Nancy V. Barceló
Nancy V. Barceló, Ph.D., President

Date: 2.23.2012

By: Michael Branch
Michael Branch,
NNMC Board of Regents President and
Authorized Representative

Date: 2/23/2012

APPENDIX A
NNMC PRESIDENT EMPLOYMENT CONTRACT
PRESIDENTIAL GOALS

Pursuant to Paragraph VI. PERFORMANCE REVIEW, the following goals established by the NNMC Board of Regents together with Dr. Nancy Barceló, shall form the basis for the Board's Annual Presidential Performance Evaluation commencing in July 2012.

- Assess and develop the infrastructure of the College in the three key areas of Finance, Policy Development (includes HR), and Technology and work to secure appropriate funding to support advancement in each area.
- Assess and evaluate Academic and Career Technical Programs on both the Española and El Rito campuses to achieve and/or maintain excellence in all programs. This assessment will include comprehensive and rigorous evaluation of faculty, program content, facilities, equipment, technology, student achievement, retention, recruitment, and any other program dimensions and elements that are indicators of quality. Develop, expand, and initiate new program efforts such as the Veteran's Program, Adult Education, etc.
- Promote and secure financial funding through private, state and federal grants. This includes developing adequate criteria for the assessment and review of College financial needs, implementing a plan regarding capital needs, and attending annual legislative sessions to lobby for the expansion of financial funding allocations from the Legislative and Executive levels of state government.
- Raise Northern's profile and visibility through enhanced communication strategies that include community outreach, improved media and legislative relations, and the establishment of relationships with peer institutions, state and local agencies.
- Initiate, implement and maintain a program for achieving and maintaining an appropriate level of diversity within the faculty and administration.
- Review and re-evaluate all departments within the College to insure compliance with all federal, state and local regulations governing the College. Provide adequate Compliance Oversight throughout the College.
- Develop a five year Strategic Plan for the College that will address academic and infrastructure needs, anticipate financial requirements, engage in community outreach and development, and increase the visibility of the College on a State and National level.
- Institute a working committee within the community to discuss areas of common

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interest as well as identify initiatives that could be undertaken by the College to assist the post-secondary educational offerings in the Española Valley.

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APPENDIX A
NNMC PRESIDENT EMPLOYMENT CONTRACT
JULY 1, 2010

GOALS FOR DR. NANCY R. BARCELO

Pursuant to Paragraph VI. PERFORMANCE REVIEW, the following goals established by the NNMC Board of Regents together with Dr. Barcelo shall form the Basis for the Boards Annual Presidential Performance Evaluation commencing in June 2010.

1. Assessment of all Academic Programs. Goal is to achieve and/or maintain "Excellence in all Programs". "This assessment will include comprehensive and rigorous evaluation of faculty, program content, facilities, equipment, technology, student achievement, retention, recruitment, and any other program dimensions/elements that are indicators of quality."
2. Promote and secure expansion of financial funding through private, state and federal grants. Implement a plan regarding capital needs, expansion of financial funding allocations involving Legislative and executive levels of government. Assist NNMC Foundation's efforts to expand financial assistance to students through additional scholarships, and provide guidance in establishing a program to assist in meeting the capital needs of the College.
3. Assess and evaluate the El Rito Campus academic and technical programs, implementing additional programs currently being addressed such as veteran's training, language immersion programs, native american training, expansion of academic programs.
4. "Raise NNMC's profile and visibility through improved media relations, legislative relations, relationships with peer institutions and state agencies and effective marketing initiatives."
5. Implement and initiate a plan for achieving and maintaining an appropriate level of diversity within the faculty and administration.
6. Review and re-evaluate Athletic Program involving students, faculty and administration including the Espanola Community.
7. Develop a working adult student program (similar to the University of Phoenix model) whereby one can earn a college degree while working fulltime. This could include night and weekend classes. Develop a needs assessment to determine the community needs and where such a program would be most successful.

8. Develop a five year strategic financial plan for the college to help anticipate the financial needs of the college.
9. Institute a working committee within the community to discuss areas of common interest and in particular identify initiatives that could be undertaken by the College to improve the post secondary educational system of the valley.